

# Exhibit A9

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

IN RE: NEW ENGLAND  
COMPOUNDING PHARMACY, INC.  
PRODUCTS LIABILITY LITIGATION

MDL No. 1:13-md-2419-FDS

This Document Relates to:

All actions pending against Saint Thomas  
Outpatient Neurosurgical Center, LLC,  
and its affiliates including:

1:13-cv-12234-FDS May et al v.  
Ameridose, LLC et al  
1:13-cv-12238-FDS Carman et al v.  
Ameridose, LLC et al  
1:13-cv-12305-FDS Wiley et al v.  
Ameridose, LLC et al  
1:13-cv-12311-FDS Schulz et al v.  
Ameridose, LLC et al  
1:13-cv-12315-FDS Hester et al v.  
Ameridose, LLC et al  
1:13-cv-12426-FDS Davis et al v.  
Ameridose, LLC et al  
1:13-cv-12429-FDS Bequette et al v.  
Ameridose, LLC et al  
1:13-cv-12430-FDS Norwood et al v.  
Ameridose, LLC et al  
3:13-cv-00918 Ziegler et al v. Ameridose,  
LLC et al  
3:13-cv-00919 Martin v. Ameridose, LLC  
et al  
3:13-cv-00923 Reed v. Ameridose, LLC et  
al  
3:13-cv-00929 Brinton v. Ameridose, LLC  
et al  
3:13-cv-00930 Lovelace v. Ameridose,  
LLC et al  
3:13-cv-00931 Ragland v. Ameridose, LLC  
et al  
3:13-cv-00932 Slatton et al v. Ameridose,  
LLC et al  
3:13-cv-00933 Rybinski v. Ameridose,  
LLC et al

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3:13-cv-00934 Lemberg et al v.	)
Ameridose, LLC et al	)
3:13-cv-00935 Ruhl et al v. Ameridose,	)
LLC et al	)
3:13-cv-00938 McElwee v. Ameridose,	)
LLC et al	)
3:13-cv-00940 Robnett et al v. Ameridose,	)
LLC et al	)
3:13-cv-00941 Sharer et al v. Ameridose,	)
LLC et al	)
3:13-cv-00942 Johnson et al v. Ameridose,	)
LLC et al	)
3:13-cv-00943 Knight v. Ameridose, LLC	)
et al	)
3:13-cv-00951 Knihtila v. Ameridose, LLC	)
et al	)
3:13-cv-00952 Sellers et al v. Ameridose,	)
LLC et al	)
3:13-cv-00953 Barger et al v. Ameridose,	)
LLC et al	)
3:13-cv-00954 Lodowski et al v.	)
Ameridose, LLC et al	)
3:13-cv-00961 Skelton et al v. Ameridose,	)
LLC et al	)
3:13-cv-00962 Chambers et al v.	)
Ameridose, LLC et al	)
3:13-cv-00963 Hill et al v. Ameridose,	)
LLC et al	)
3:13-cv-00964 Mathias v. Ameridose, LLC	)
et al	)
3:13-cv-00965 Settle et al v. Ameridose,	)
LLC et al	)
3:13-cv-00966 Miller v. Ameridose, LLC	)
et al	)
3:13-cv-00967 Noble et al v. Ameridose,	)
LLC et al	)
3:13-cv-00968 Eggleston et al v.	)
Ameridose, LLC et al	)
3:13-cv-00969 Meeker et al v. Ameridose,	)
LLC et al	)
3:13-cv-00970 Scott et al v. Ameridose,	)
LLC et al	)
3:13-cv-00971 McCullouch et al v.	)
Ameridose, LLC et al	)
3:13-cv-00972 McKee et al v. Ameridose,	)
LLC et al	)

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3:13-cv-00973 Kirby v. Ameridose, LLC et al	)
3:13-cv-00975 Richards v. Ameridose, LLC et al	)
3:13-cv-00977 Youree et al v. Ameridose, LLC et al	)
3:13-cv-00978 Koonce et al v. Ameridose, LLC et al	)
3:13-cv-00979 Pelters et al v. Ameridose, LLC et al	)
3:13-cv-00984 Besaw et al v. Ameridose, LLC et al	)
3:13-cv-00985 Ferguson et al v. Ameridose, LLC et al	)
3:13-cv-00986 Hurt et al v. Ameridose, LLC et al	)
3:13-cv-00987 Wanta et al v. Ameridose, LLC et al	)
3:13-cv-00988 Russell et al v. Ameridose, LLC et al	)
3:13-cv-00989 Pruitt et al v. Ameridose, LLC et al	)
3:13-cv-00992 Young v. Ameridose, LLC et al	)
3:13-cv-00993 Sullivan et al v. Ameridose, LLC et al	)
3:13-cv-01033 Barnard v. Ameridose, LLC et al	)
3:13-cv-01032 Berry v. Ameridose, LLC et al	)

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**PLAINTIFFS' STEERING COMMITTEE'S FIRST SET OF INTERROGATORIES  
TO SAINT THOMAS HEALTH**

The Plaintiffs' Steering Committee, pursuant to Federal Rules of Civil Procedure 26 & 33, respectfully propounds these Interrogatories to Saint Thomas Health to be answered within the time prescribed by law.

As used herein, the following terms mean:

"Saint Thomas Neurosurgical" means Saint Thomas Outpatient Neurosurgical Center, LLC.

“You” or “your” refer to Saint Thomas Health.

“Howell Allen Clinic” means Howell Allen Clinic A Professional Corporation.

“NECC” means New England Compounding Pharmacy, Inc. d/b/a New England Compounding Center.

“MPA” means methylprednisolone acetate.

“Dr. Culclasure” means John Culclasure, M.D.

“Ms. Schamberg” means Debra Schamberg, R.N.

“St. Thomas Hospital” means Saint Thomas West Hospital, formerly known as St. Thomas Hospital.

#### INTERROGATORIES

1. Please describe in detail Saint Thomas Health’s relationship to and/or business arrangement with Saint Thomas Outpatient Neurosurgical Center, LLC (“Saint Thomas Neurosurgical”).

RESPONSE:

2. Please describe in detail Saint Thomas Health’s relationship to and/or business arrangement with Howell Allen Clinic.

RESPONSE:

3. Identify each communication (including face-to-face, telephone, email, or other communications) between NECC (including its agents, employees or representatives) and Saint

Thomas Health (including its agents, employees or representatives). For each communication identified, please provide the following information:

- a) the names, job titles, and contact information for each person involved in the communication;
- b) the date, time, length, mode and location of each communication or discussion;
- c) whether any notes, memoranda, recordings, writings or other records were kept of any of those conversations or communications; and
- d) state as specifically as possible what each party to the communication or conversation said and state what actions Saint Thomas Health took, if any, as a result of each communication or conversation.

RESPONSE:

4. Identify each communication (including fact-to-face, telephone, email, or other communications) between Saint Thomas Health (including its agents, employees or representatives) and Saint Thomas Neurosurgical (including its agents, employees or representatives) regarding Saint Thomas Neurosurgical's acquisition of medications. For each communication identified, please provide the following information:

- a) the names, job titles, and contact information for each person involved in the communication;
- b) the date, time, length, mode and location of each communication or discussion;

c) whether any notes, memoranda, recordings, writings or other records were kept of any of those conversations or communications; and

d) state as specifically as possible what each party to the communication or conversation said and state what actions Saint Thomas Health took, if any, as a result of each communication or conversation.

RESPONSE:

5. Please list the date, location, and attendees present at each and every meeting (business or social) between or among NECC (including its agents, employees or representatives) and Saint Thomas Health (including its agents, employees or representatives).

RESPONSE:

6. Describe each and every action Saint Thomas Health took to ensure that medication injected into patients at Saint Thomas Neurosurgical was safe and free from contaminants.

RESPONSE:

7. Explain in detail Saint Thomas Health's policies and procedures regarding the purchase of medications.

RESPONSE:

8. Describe in detail the process by which Saint Thomas Health procured medications in 2012, including the names and contact information of all buying agents, suppliers, distributors, wholesalers, and sales representatives involved.

RESPONSE:

9. Please describe in detail all systems, policies and procedures used at Saint Thomas Health in order to supervise and oversee Saint Thomas Neurosurgical.

RESPONSE:

10. Describe in detail every gift, sample, incentive, promotion, thank you gift, and/or discount that Saint Thomas Health (or anyone associated with it) ever received from NECC (including its agents, employees or representatives) or any wholesaler or distributor of any injectable steroid.

RESPONSE:

11. Identify each Saint Thomas Health employee during 2012 by name and job title, and state whether each such employee is still employed by the company. Please also give a general description of the duties of each such person.



RESPONSE:

12. Please explain, in detail, all reasons for the termination of Martin Kelvas, and describe each and every fact and/or consideration that lead to that termination. Please include the identities of each person involved in the termination decision, and describe all conversations leading to the termination decision.

RESPONSE:

13. Describe in complete detail the business structure of Saint Thomas Health including but not limited to:

- a) provide the names and job title of each officer of Saint Thomas Health;
- b) provide the name of each manager of Saint Thomas Health;
- c) provide the name of each owner or member of Saint Thomas Health;
- d) identify all contracts, agreements, cost-sharing arrangements, profit-sharing arrangements, patient referral arrangements existing between or among Saint Thomas Health and Saint Thomas Neurosurgical, Howell Allen Clinic, St. Thomas Hospital, Saint Thomas Network and/or Saint Thomas Health Services; and
- e) describe in detail all financial arrangements that presently exist or have previously existed between or among Saint Thomas Health and Saint

Thomas Neurosurgical, Howell Allen Clinic, St. Thomas Hospital, Saint Thomas Network and/or Saint Thomas Health Services.

RESPONSE:

14. Please identify every employee or agent of Saint Thomas Health who performed any duties or functions for Saint Thomas Neurosurgical, and for each such person, please state:

- a) the person's name, job title and contact information;
- b) a description of the duties or functions performed; and
- c) a statement of whether the person continues to be employed by or affiliated with either Saint Thomas Health and/or Saint Thomas Neurosurgical.

RESPONSE:

15. Has Saint Thomas Health ever paid for or provided any personnel, medications, equipment, medical supplies, medical forms, billing services, telephone services, procurement services, contracting services, websites or other materials/services used by Saint Thomas Neurosurgical? If so, please explain in detail each item provided.

RESPONSE:

16. Explain in detail all financial transactions that occurred between Saint Thomas Health and Saint Thomas Neurosurgical in 2012, including dates, amounts and reasons.

RESPONSE:

17. Explain in detail all financial transactions that occurred between Saint Thomas Health and Howell Allen Clinic in 2012, including dates, amounts and reasons.

RESPONSE:

18. Does Saint Thomas Health contend that any other person or entity was responsible in any way for or caused the injuries and deaths that are the subject of this litigation? If so, identify each such person or entity and state the factual basis for a contention that any other person or entity was responsible for or caused the injuries and deaths forming the basis of this litigation.

RESPONSE:

19. State the full name, address, telephone number, job title and employer of each and every person believed by Saint Thomas Health to have knowledge of facts regarding the claims alleged in this litigation, any defenses thereto, and/or any issues germane to this litigation. Please include any person believed to have knowledge of rebuttal or impeachment evidence, and

for each person listed, please identify the subject matter of their knowledge and provide a brief description of their knowledge.

RESPONSE:

20. If you or anyone else has made any type of verbal or written statement to anyone or taken any verbal or written statements pertaining to the acquisition of medications from NECC, please state for each such statement the date it was given, the name, address and place of employment of the person who took such statement, and the method by which the statement was given.

RESPONSE:

21. When and how did you (or your agents) become aware that Saint Thomas Neurosurgical had received contaminated medication from NECC and how did you respond to that information?

RESPONSE:

22. Did Saint Thomas Health personnel make or were they requested to make any report to any government bodies, accreditation groups or any other oversight bodies regarding its acquisition of steroids from NECC and/or the fungal meningitis outbreak? If so, please identify and explain all such reports in detail.

RESPONSE:

23. State the full name, date of birth, business address, job title, position and employer of every individual who provided information used in answering these interrogatories. With respect to each person, detail the information provided and the interrogatory containing the information provided. In addition, where applicable, describe every document, communication or thing from which information included in the answers to these interrogatories was derived and for each document provide a description including the date, author, etc.

RESPONSE:

**Dated: October 9, 2013**

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*Plaintiffs' Steering Committee*

**CERTIFICATE OF SERVICE**

I, J. Gerard Stranch, IV, hereby certify that on the 9th day of October, 2013, the foregoing document was served via hand delivery (\*), electronic mail (\*\*), and/or U.S. Mail, postage prepaid, on the following counsel:

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/s/ J. Gerard Stranch, IV  
J. Gerard Stranch, IV

VERIFICATION

STATE OF TENNESSEE )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, swear or affirm that the answers to interrogatories contained above are true, complete and accurate. I also understand that it is my duty to promptly notify my attorney should I later learn that any of these answers are incomplete, inaccurate or misleading. I further certify that I have provided my attorneys with all documents requested.

By: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_